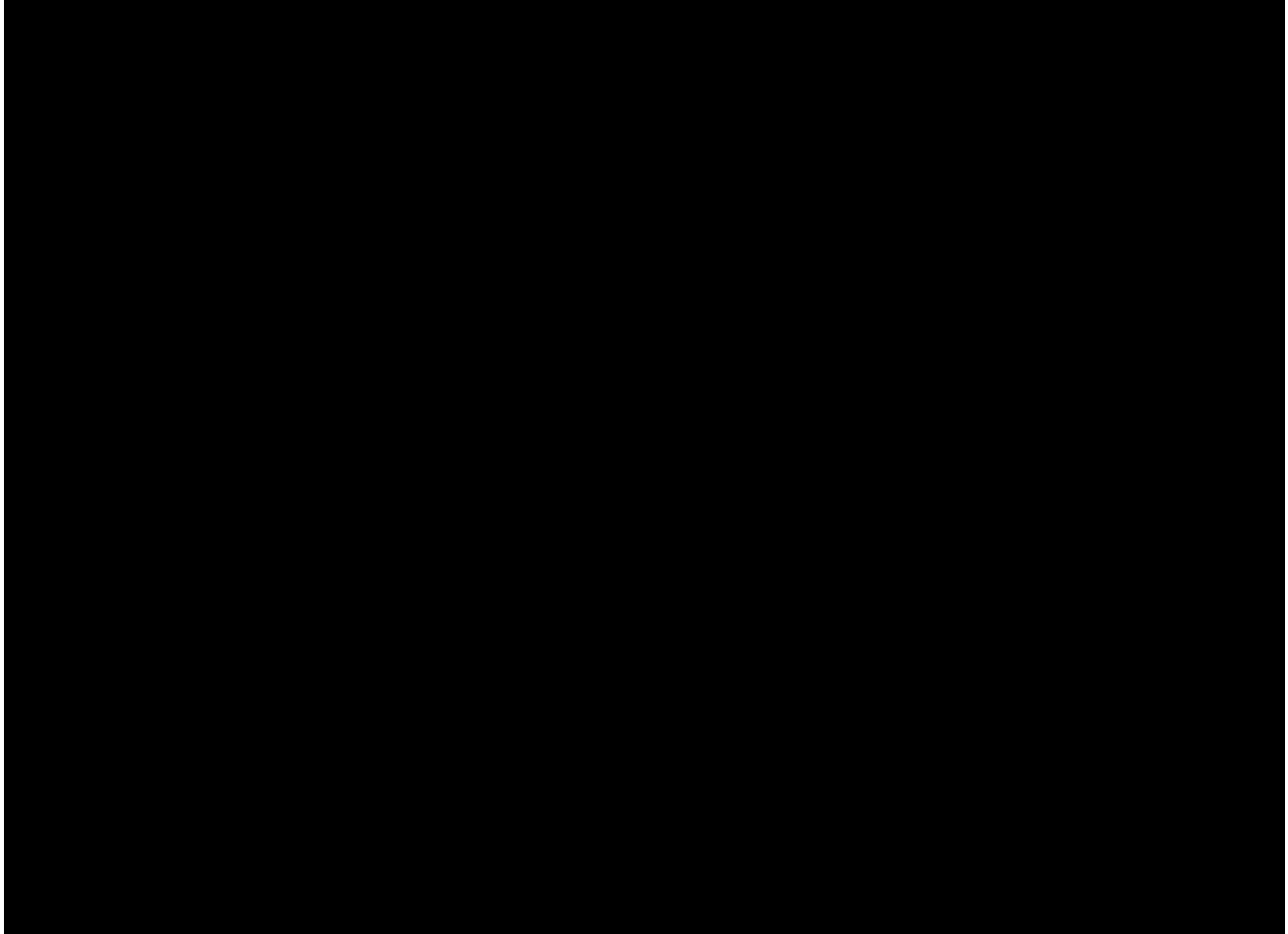
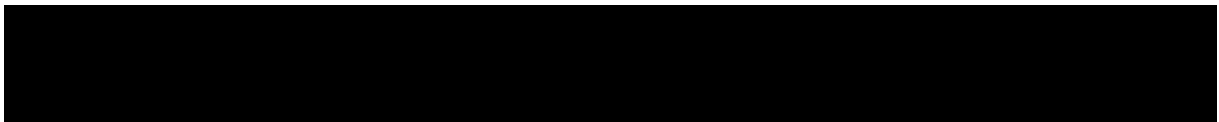


CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

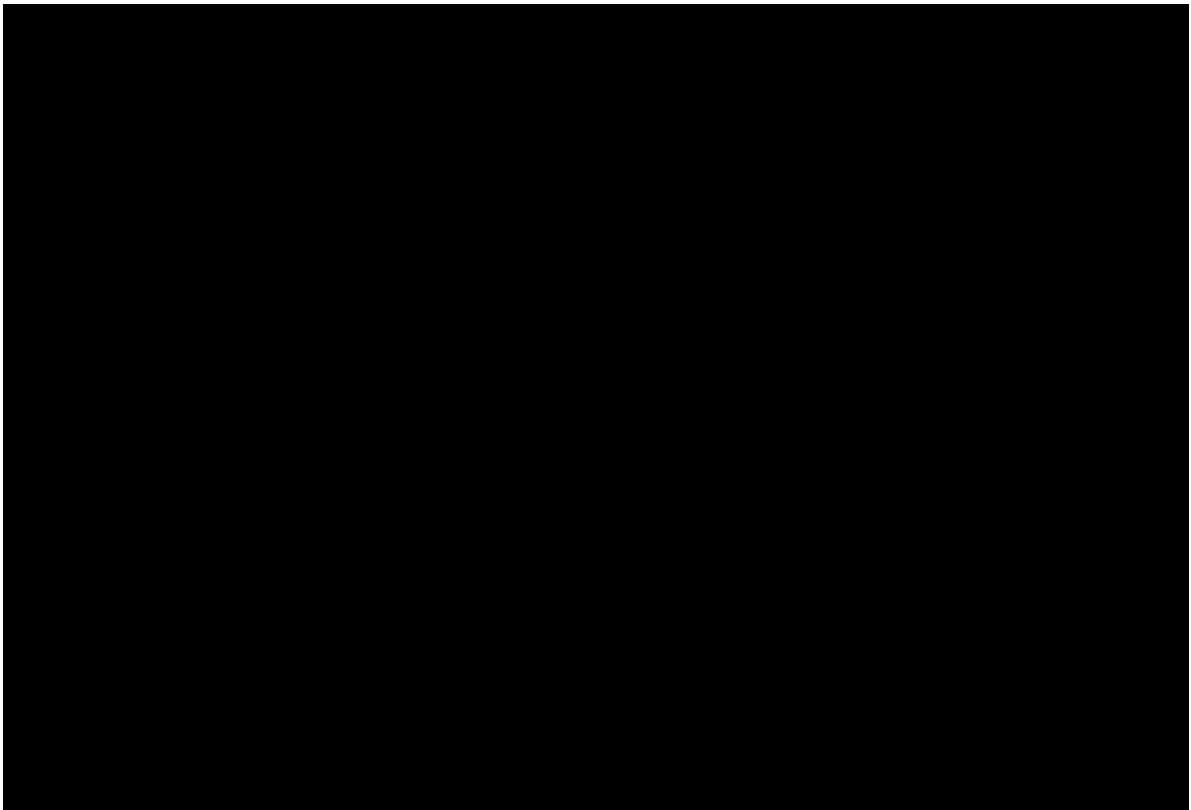
This CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT (the “Settlement Agreement”), effective December 13, 2022 (the “Effective Date”), is entered into by Conopco, Inc. (“Conopco” or “Defendant”), Unilever IP Holdings B.V., and Unilever PLC (collectively “Unilever”), on the one hand, and Ben & Jerry’s Homemade Inc. and the Class I Directors of the Ben & Jerry’s Board of Directors (“Ben & Jerry’s” or “Plaintiff”), on the other hand, each hereinafter sometimes referred to as a “Party” and collectively as the “Parties”.



2. Conopco and Unilever agree to:



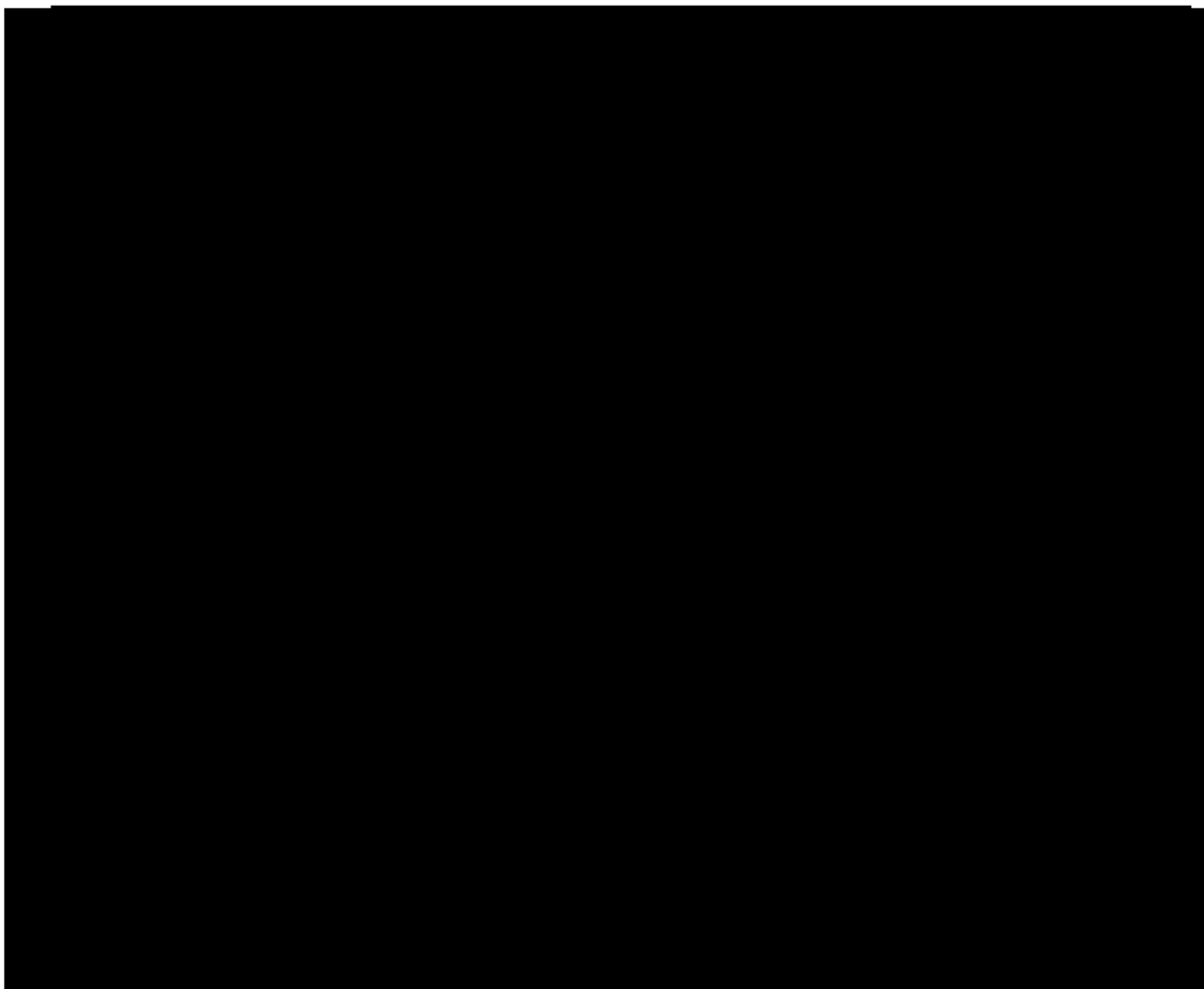
- (b) Respect and acknowledge the Ben & Jerry’s Independent Board’s primary responsibility over Ben & Jerry’s Social Mission and Essential Brand Integrity and agree to work in good faith with the Independent Board to ensure that both are protected and furthered.

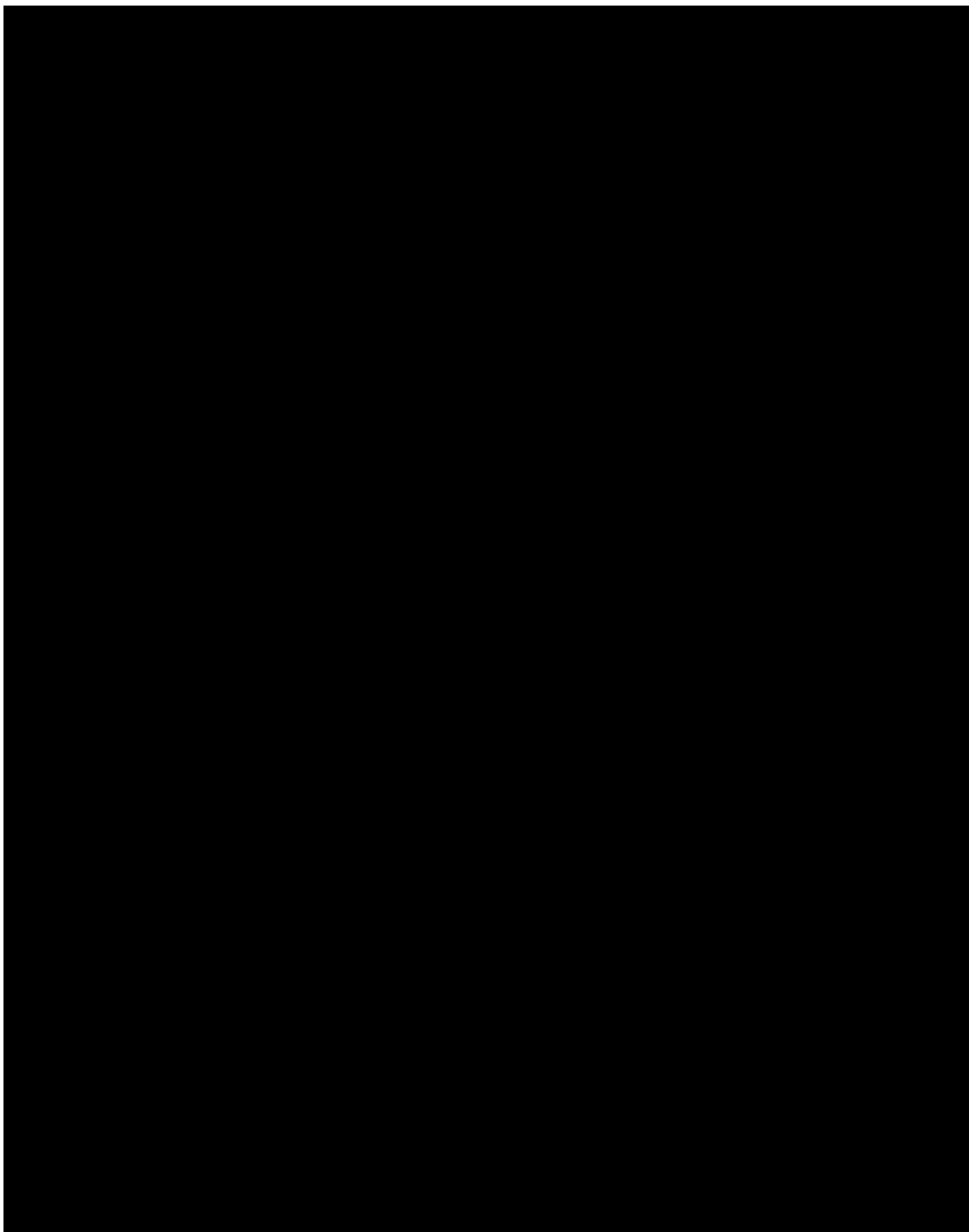


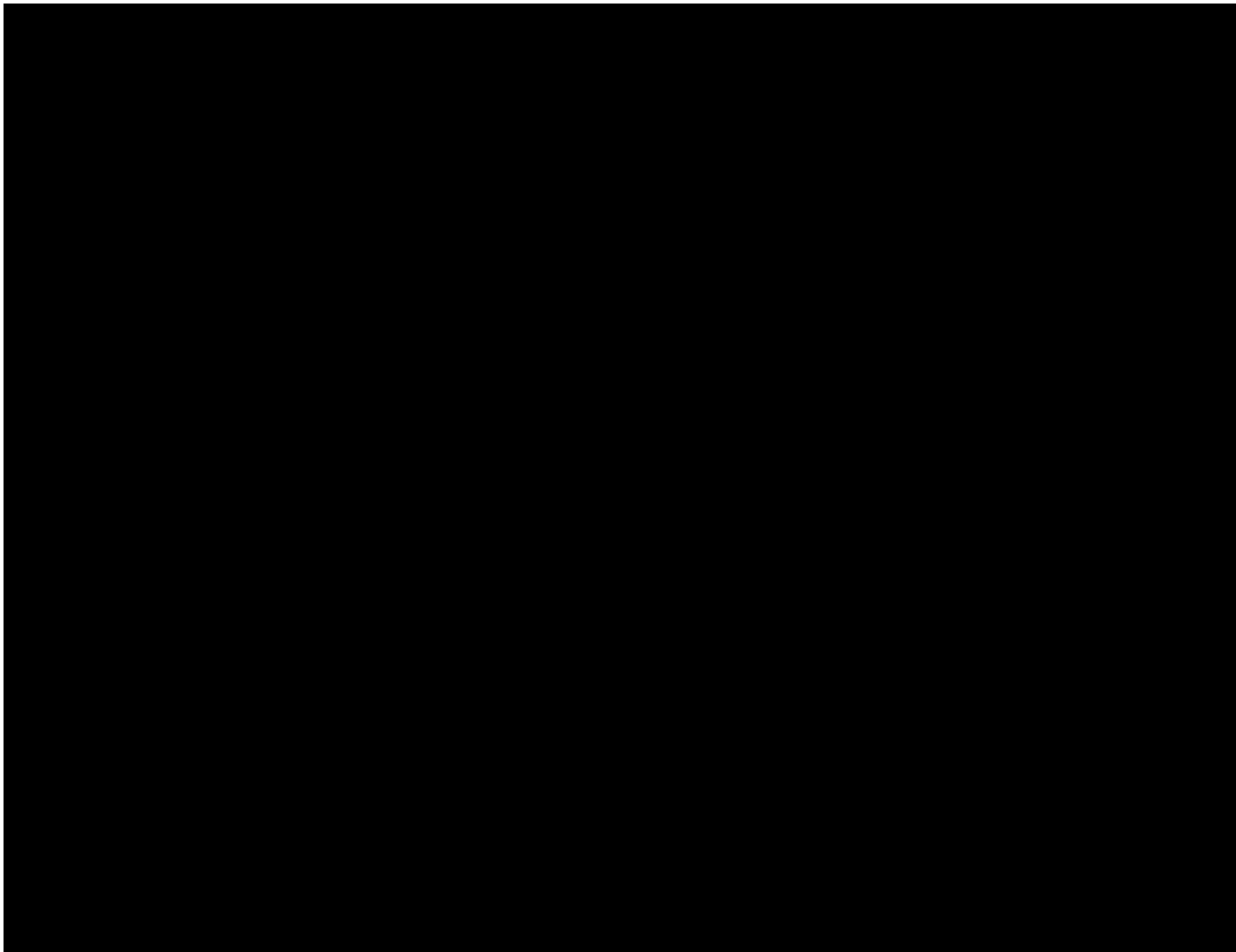
- (g) Unilever will make two \$2,500,000 payments to Ben & Jerry's Homemade Inc. (totaling \$5,000,000). The first payment will occur in 2023 and the second payment in 2024. Under no circumstances will the first payment be made later than July 30, 2023, or the second payment be made later than July 30, 2024. The Chair of the Independent Board in good faith consultation with Unilever will determine to which humanitarian and human rights organizations the funds will be disbursed. Unilever's consent will not be unreasonably withheld.
- (h) Make the following annual statement to the Unilever Leadership Executive ("ULE") and Unilever executives with responsibility for ice cream regarding the Independent Board's role under the Merger Agreement with respect to the Social Mission and Essential Brand Integrity of Ben & Jerry's; include this statement in the orientation process for new Unilever executives with responsibility for ice cream; and confirm that this will also apply in the event of a reorganization with respect to Unilever executives with responsibility for ice cream. The statement is: "Unilever respects the Merger Agreement with Ben & Jerry's Homemade Inc., including the company's three-part mission and the Independent Board's primary responsibility over the company's Essential Brand Integrity and Social Mission. Unilever and Ben & Jerry's are aligned in their commitment to the Merger Agreement. As provided in Sections 6.14(e), (f) of the Merger Agreement, any decisions implicating Ben & Jerry's Essential Brand Integrity and Social Mission should be made after consultation with and approval of the Independent Board of Ben & Jerry's " For the avoidance of

doubt, this statement is intended to be a summary of the Merger Agreement. Nothing in this statement is intended to alter, modify, or add to the terms of the Merger Agreement or modify the parties' rights thereunder. This statement is not meant to provide a legal interpretation of the Merger Agreement in any form or modify any rights under the Merger Agreement.

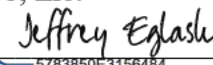
- (i) Respect and adherence to the Merger Agreement and a respectful work relationship with the Independent Board will be a stated component of the job description of every CEO of Ben & Jerry's. The onboarding process for the Ben & Jerry's CEO will include a comprehensive review of the Merger Agreement and the corresponding role of the Independent Board. A set of KPIs reflecting the provisions of the Merger Agreement and the role of the Independent Board will be included in every CEO evaluation.
- (j) Refrain from making any statement on behalf of Ben & Jerry's regarding the Social Mission that is inconsistent with the Social Mission of Ben & Jerry's as previously stated by Ben & Jerry's or approved by the Independent Board, without the consent of a majority of the Independent Board.






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13. Governing Law: This Settlement Agreement and any dispute arising out of this Settlement Agreement shall be governed by, and construed in accordance with, the laws of the state of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.
 14. Each of the Parties hereto (a) consents to submit itself to the personal jurisdiction of any state or Federal court located in the State of New York in the event any dispute arises regarding this agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to the settlement agreement in any court other than a court sitting in the State of New York.


IN WITNESS WHEREOF, the Parties have each signed this Settlement Agreement as of the Effective Date.

For: Conopco, Inc.
 By: 
 5783850E3156484...
 Jeffrey Eglash


Date: 12/14/2022

For: Unilever IP Holdings B.V.
 By: 
 ADF3996300B4437...
 Matt Close

Date: 12/14/2022

For: Unilever PLC
 By: 
 AEC2F4559EC444C...
 Maria Varsellona

Date: 12/14/2022

For: Ben & Jerry's Homemade, Inc.
 By: 
 506BADB3CF5E49D...
 Matthew McCarthy

Date: 12/14/2022

For: Unilever IP Holdings B.V.


 By: Sarah Woodhouse


Date: 14/12/22

For: Class I Directors
 By: 
 Anuradha Mittal


Date: 14/12/22

By: 
 Daryn Dodson


Date: 14/12/22

By: 
 Jennifer Henderson

Date: 14/12/22

By: 
 Detavio Samuels

Date: 14/12/22

By: 
 Chivy Sok

Date: 14/12/22